



# Homeowners Catastrophe Insurance Trust

## \*\*\* HOMEOWNERS DIFFERENCE IN CONDITIONS COVERAGE FORM \*\*\*

This Insurance is effected with Underwriters as noted herein.

This Certificate is used in accordance with the limited authorization granted to the correspondent by Underwriters, whose names and proportions underwritten by them can be ascertained from the office of said correspondent, and in consideration of the premium specified herein, the said Underwriters do hereby bind themselves each for his own part and not for another, their heirs, executors and administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon, the dwelling, contents and appurtenant structures of the Assured including extra living expenses at the address stated in the Certificate against physical loss or damage by the perils insured as defined and set forth in this Certificate.

In this Certificate "you" and "your" refer to the Named Assured shown on the Declarations page, and "we", "us" and "our" refer to Underwriters providing this insurance.

### \* PERILS INSURED DEFINITION \*

The Perils covered by this Certificate are risks of direct physical loss or damage from any external cause including Flood and Earthquake BUT THIS CERTIFICATE DOES NOT COVER ANY LOSS OR DAMAGE INVOLVING ANY PERILS EXCLUDED.

### PERILS EXCLUDED

#### THIS CERTIFICATE DOES NOT COVER:

1. Loss or damage which is directly or indirectly caused by, or which is contributed to by loss or damage which is covered by Section 1 of the 1991 Homeowners Form HO-3 (edition 4-91) WHETHER YOU ARE COVERED FOR SUCH LOSS BY ANY OTHER INSURANCE POLICY OR NOT. Loss or damage covered by Homeowners Form HO-3 is defined as follows:
  - a) in respect of Dwelling or other Structures--risks of direct loss only if that loss is a physical loss to property except as is excluded under Section 1, coverages A and B of Homeowners Form HO-3 (edition 4-91);
  - b) in respect of Personal Property -
    - i) Fire or lightning
    - ii) Windstorm or Hail as defined in Homeowners Form HO-3 (ed. 4-91)
    - iii) Explosion
    - iv) Riot or Civil Commotion
    - v) Aircraft, including self-propelled missiles and spacecraft
    - vi) Vehicles
    - vii) Smoke as defined in Homeowners Form HO-3 (ed. 4-91)
    - viii) Vandalism or Malicious Mischief
    - ix) Theft as defined in Homeowners Form HO-3 (ed. 4-91)
    - x) Falling Objects as defined in Homeowners HO-3 (ed. 4-91)
    - xi) Weight of ice, snow or sleet as defined in Homeowners Form HO-3 (ed. 4-91)
    - xii) Accidental discharge or overflow of water or steam as defined in Homeowners Form HO-3 (ed. 4-91)
    - xiii) Sudden and accidental tearing apart, cracking, burning, or bulging of a steam or hot water heating system, an air conditioning system or automatic fire protective sprinkler system or an appliance for heating water.
    - xiv) Freezing as defined in Homeowners Form HO-3 (ed. 4-91)
    - xv) Sudden and accidental damage from artificially generated electrical current as defined in Homeowners Form HO-3 (ed. 4-91)
    - xvi) Volcanic Eruption other than loss caused by earthquake, land shock waves or tremors.
2. a) Loss or damage caused by or resulting from moth, vermin, termites or other insects, wear, tear, contamination, dampness of atmosphere, smog or extremes of temperature, or loss or damage by normal settling, shrinkage or expansion in building or foundation, or loss or damage caused by structural defects due to defective workmanship, defective materials or defective design.
  - b) Loss or damage caused directly or indirectly by or resulting from
    - i.) Any micro-organisms, biological organisms, bio aerosols or organic contaminants, including but not limited to mold, mildew, fungus, spores, yeast or other toxins, mycotoxins, allergens, infectious agents, wet or dry rot or rust, or any materials containing them at any time, regardless of the cause of growth, proliferation or secretion.
    - ii.) Rust, corrosion, decay, deterioration, inherent vice, hidden or latent defect or any quality in property that causes it to damage or destroy itself.Any such loss or damage described above is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.
3. Loss or damage caused by backing up of sewers or drains, but this exclusion does not exclude loss or damage arising as a consequence of flood.
4. Loss, damage, costs or expense in connection with any kind or description of seepage and/or pollution and/or contamination, direct or indirect, arising from any cause whatsoever.
5. Breakdown or derangement of machinery, and/or boiler explosion.
6. Any dishonesty on your part or any of your employees, infidelity or unexplained disappearance.
7. Loss or damage to electrical appliances, devices, fixtures or wiring caused by artificially generated electrical current.
8. Loss or damage arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused.
9. Loss or damage to the property insured occasioned directly or indirectly by war, invasion, hostilities, acts of foreign enemies, civil war, rebellion, insurrection, military or usurped power or martial law or confiscation by order of any government or public authority.
10. Loss or damage to personal property caused by processing, renovating, repairing or faulty workmanship thereon.
11. Loss or damage to personal property resulting from shrinkage, evaporation, loss of weight, leakage, breakage of glass or other fragile articles, marring, scratching, exposure to light, or change in color, texture, or flavor, unless such loss or damage is caused directly by flood or earthquake.
12. Loss of market or other consequential loss of any nature except as specifically provided by sections 13. Extra Living Expenses and 14. Prohibited Use.
13. Loss or damage caused by exposure to weather conditions where any personal property covered is left in the open and not contained in buildings on permanent foundations.
14. Loss or damage occurring while the building insured or containing the property insured, is to your knowledge, vacant or unoccupied for more than one-hundred and twenty (120) consecutive days. You shall exercise due diligence in maintaining the property and have the property checked on a periodic basis during any period of vacancy.
15. Any loss or increased cost incurred by you because of any Civil Authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property covered except with respect to section 14 (Prohibited Use) of this Certificate.
16. Expenses, fines, penalties or costs that you incur or sustain or which are imposed on you at the order of any Government Agency, Court or other Authority, in connection with any kind or description of environmental impairment including seepage or pollution or contamination from any cause.
17. Any loss which is covered by any other insurance purchased by you, on your behalf or for your benefit, but only to the extent that you are insured for such a loss by such other insurance.
18. Any expense incurred or required to prevent ground movement or flooding.

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19. Loss or damage arising from land creep, ground heave, subsidence, seepage, or wave action which occurs gradually.
20. Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto. [NMA2962 07/02/03]

## SUMS INSURED

The Sums Insured, stated in the Declarations for Buildings, Contents, and Appurtenant Structures, Extra Living Expense or Prohibited Use, is the amount(s) that we will be liable for after each loss or series of losses arising out of one occurrence at each location covered by this Certificate except that for the perils of Earthquake and Flood one occurrence shall be construed to be all losses arising during a continuous period of 72 hours.

The total of the Sums Insured for Buildings, Contents, Appurtenant Structures, and Extra Living Expense, as stated in the Declarations, may apply as a blanket sum insured for all loss or damage, subject however to a maximum sum insured on Appurtenant Structures of \$100,000 and a maximum sum insured on Extra Living Expense of \$25,000.

## DEDUCTIBLE

Each loss or series of losses arising out of one event at each location will be adjusted separately and the Deductible shown in the Declarations shall be deducted from the amount of the adjusted loss except that for the perils of Earthquake and Flood one event at each location shall be construed to be all losses arising thereat during any one period of 72 continuous hours during the currency hereof.

## PROPERTY EXCLUDED

### THIS CERTIFICATE DOES NOT COVER ANY LOSS OR DAMAGE TO:

1. Animals, birds or fish.
2. Motor vehicles or all other motorized land conveyances.
3. Watercraft including their trailers, furnishings, equipment and outboard motors.
4. Aircraft and parts.
5. Jewelry, watches, furs or garments trimmed with fur, precious and semi-precious stones, silverware, silver-plated ware, gold ware, gold-plated ware and pewter ware, fine arts, object d'art, and firearms.
6. Money, bank notes, bullion, gold, silver, platinum, medals, coins, securities, accounts, deeds, evidence of debt, letters of credit, notes, manuscripts, passports, tickets, stamps and valuable papers.
7. Standing timber, growing crops, land, landscaping, fences, bridges, swimming pools, outdoor sprinkler systems, outdoor antennas and aerials, piers, jetties, boat docks, walks, driveways and other paved surfaces outside the insured dwelling, or retaining walls not attached to the insured dwelling.
8. Any building, structure, barn or other outbuilding used for commercial or farming purposes, or to produce income, except your principal residence including an attached garage. Dwellings held for short- or long-term rental to be inhabited as a short- or long-term residence shall not be considered excluded under this coverage.

## DEFINITIONS

1. LOCATION means the dwelling and other structures, or that portion of any of the buildings at the address shown in the Declarations.
2. LOSS means an occurrence, including exposure to conditions which results in property damage.
3. PROPERTY DAMAGE means physical injury to, destruction of, or loss of use of tangible property as is insured by this certificate.
4. EARTHQUAKE means
  - a) Earthquake Shocks including land shockwaves or tremors before, during, or after a volcanic eruption;
  - b) landslide, mudflow, earth sinking, rising or shifting caused by such Shock(s) arising during any one period of 72 consecutive hours during the period of this Certificate. You may select the time from which any such period shall commence but no two such selected periods may overlap and provided no period commences earlier than the date and time of the happening of the first recorded individual loss to you in that event during the period of this Certificate.
5. FLOOD means a general and temporary condition of partial or complete inundation of normally dry land areas from surface water, waves, tidal water,

overflow of a body of water or spray from any of these whether or not driven by wind arising during any one period of 72 consecutive hours during the period of this Certificate. You may select the time from which any such period shall commence but no two selected periods may overlap and provided no period commences earlier than the date and time of the happening of the first recorded individual loss to you in that event during the period of this Certificate.

## CONDITIONS

### 1. VALUATION OF PROPERTY

Covered losses to property are settled as follows:

- a. For Building and Appurtenant Structures - at the actual cash value of the damage until actual repair or replacement is complete. Once actual repair or replacement is complete, at the cost to rebuild, repair or replace the dwelling and appurtenant structures, and/or
- b. For Personal Property - at the actual cash value immediately prior to loss, of contents, but not for more than the amount required to repair or replace contents, and/or
- c. For structures that are not buildings - at the actual cash value immediately prior to loss, but not for more than the amount required to repair or replace.

### 2. NOTIFICATION OF CLAIMS

Upon knowledge of any loss or damage likely to give rise to a claim hereunder, you shall immediately advise *in writing* of the loss or damage:

<b>Trustco, Inc.</b>	(801) 278-5341
2735 East Parleys Way – Suite 303	(800) 644-4334
Salt Lake City, UT 84106-1666	(801) 278-9051 Fax

### 3. PROOF OF LOSS

You shall render a signed and sworn proof of loss within sixty (60) days after the occurrence of a loss (unless such period be extended by our written agreement), stating the time, place and cause of loss, your interest and the interest of all others in the property, the value of the property involved, and the amount of loss or damage to the property.

### 4. SUBROGATION

If we become liable for any payment under this Certificate in respect of loss or damage, we shall be subrogated, to the extent of such payment, to all your rights and remedies against any party in respect of such loss or damage and shall be entitled at our own expense to sue in your name. You shall give us all such assistance in your power, as we may require, to secure our rights and remedies and, at our request, shall execute all documents necessary to enable us to effectively bring suit in your name, including the execution and delivery of the customary form of loan receipt.

### 5. CANCELLATION

You may cancel this Insurance at any time by written notice or by surrender of this Certificate. This Insurance may also be canceled by us, or on our behalf, by our delivering a written notice to you and any mortgagee listed on the certificate by first-class mail, at the most recent addresses shown in this Insurance, stating the cancellation date, which will be no less than forty-five (45) days advance notice for non-renewal or cancellation of this insurance coverage. The mailing of such notice as aforesaid, shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.

If you or your mortgage company fails to pay the premium we may cancel at any time by notifying you (and your mortgage company if listed on the certificate) at least 10 days before the date of cancellation takes effect.

If you cancel this Insurance, we shall retain the customary short rate proportion of the premium hereon, or \$100, whichever is greater. Please note that if your mortgage company is requiring the purchase of this coverage, you must submit to us their written consent to cancel the certificate.

If we cancel this Insurance, we shall retain the pro-rata proportion of the premium hereon, or any minimum premium stated herein, whichever is the greater.

Payment or tender of any unearned premium by us shall not be a condition precedent to the effectiveness of Cancellation, but such payment shall be made as soon as possible.

If the period or limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period or limitation permitted by such law.

## 6. ABANDONMENT

There shall be no abandonment to us of any property.

## 7. ASSIGNMENT

Assignment or transfer of this Certificate shall not be valid except with our written consent.

## 8. DEBRIS REMOVAL

This Certificate also covers, within the Sum Insured, expenses incurred in the removal of debris of the property covered hereunder, from the premises covered hereunder, which may be destroyed or damaged by peril insured against. Removal of Debris shall not include the costs of decontamination of water, soil or any other substance on or under such premises.

The cost of removal of debris shall not be considered in determination of the valuation of the property covered.

## 9. APPRAISAL

If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the location insured is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will: (a) Pay its own appraiser; and (b) Bear the other expenses of the appraisal and umpire equally.

## 10. OTHER INSURANCE

This Certificate is intended to be primary coverage. However, this Certificate does not cover any loss or damage, which at the time of happening of such loss or damage is insured by, or would but for the existence of this Certificate, be covered by any other insurance policy or policies. Notwithstanding the foregoing, permission is granted to you to participate in the National Flood plan and we will be liable for loss or damage only to the extent of loss or damage in excess of the amount recoverable under the National Flood Plan, if we would have been liable for such loss or damage had the National Flood Plan coverage not been effective.

## 11. INSPECTION AND AUDIT

We shall be permitted, but not obligated, to inspect your property at any time. Neither our right to make inspections, nor the making thereof, nor any report thereon shall constitute an undertaking, on behalf of or for your benefit or others, to determine or warrant that such property is safe.

## 12. SALVAGES AND RECOVERIES

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this Certificate shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.

## 13. FALSE OR FRAUDULENT CLAIMS

If you shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Certificate shall become void and all claims hereunder shall be forfeited.

## 14. EXTRA LIVING EXPENSE

If property damage insured by this Certificate makes your residence uninhabitable, this Certificate covers any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment shall be for the shortest time required to rebuild, repair or replace the premises or, if you have to be permanently relocated, the shortest time required to settle elsewhere. The amount covered is limited to the Sum Insured shown in the Declarations for Extra Living Expense. This period of time is not limited by expiration of this Certificate.

## 15. PROHIBITED USE

If a civil authority prohibits you from use of the residence premises as a result of direct damage to neighboring premises by a peril insured against in this Certificate, this Certificate covers any resulting extra living expenses.

The amount covered is limited to the Sum Insured shown in the Declarations for Prohibited Use.

## 16. MORTGAGE CLAUSE

Whenever a Mortgagee is noted on any individual Certificate issued hereunder, the following Mortgage Clause shall apply: (Applies only to building items.)

Loss or damage, if any, under this Certificate shall be payable to the Mortgagee (or Trustee) named in the first page of this Certificate or named on an endorsement attached hereto, as interest may appear, under all present or future mortgages upon the property herein described in which the aforesaid may have an interest; and this insurance, as to the interest of the Mortgagee (or Trustee) only therein shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this Certificate, provided, that in case the Mortgagor or Owner shall neglect to pay any premium due under this Certificate, the Mortgagee (or Trustee) shall, on demand, pay the same.

Provided also, that the Mortgagee (or Trustee) shall notify us of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said Mortgagee (or Trustee) and, unless permitted by this Certificate, it shall be noted thereon and the Mortgagee (or Trustee) shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this Certificate shall be null and void.

We reserve the right to cancel this Certificate at any time as provided by its terms, but in such case notice must be given simultaneously to the mortgagee (or Trustee) named herein.

Whenever we shall pay the Mortgagee (or Trustee) any sum for loss under this Certificate and shall claim that, as to the Mortgagor or Owner, no liability thereof existed, we shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt, or may, at its option, pay to the Mortgagee (or Trustee) the whole principal due or to grow due on the mortgage with interest, and shall thereupon receive a full assignment and transfer of the mortgage and all such other securities; but no subrogation shall impair the right of the Mortgagee (or Trustee) to recover the full amount of said Mortgagee's (or Trustee's) claim.

## 17. CERTIFICATE RENEWAL

The term of this Certificate begins on its inception date and ends on its expiration date, as shown on the "Declarations Page". Homeowners Catastrophe Insurance Trust (HCIT) or its underwriters are under no obligation to renew this certificate when the stated term expires.

HCIT and its underwriters may elect to offer renewal of this certificate. If HCIT elects to offer renewal of this certificate, you or your appointed mortgagee will receive an invoice showing the premium due to HCIT for the new certificate term based upon premium rates in effect at that time. If your full premium payment is received in our offices before the due date, a renewal certificate will be issued without a lapse in coverage. The renewal certificate will be mailed out to you and a copy provided to your independent agent. **There is no grace period.** If your payment reaches our office after the deadline stated on the renewal billing notice, you will be required to submit a new application to be considered for coverage.

## 18. SUIT AGAINST US

You may not sue us to recover money under this certificate unless you have complied with all of the requirements of this certificate. If you do sue, you must start the suit within 1 year (12 months) after the date of the written denial of all or part of the claim, and you must file the suit in the United States District Court of the district in which the insured property was located at the time of loss. This requirement applies to any claim that you may have under this certificate and any dispute that you may have arising out of the handling of any claim under this certificate.

### Important Notice to Mortgagees

#### LIBERALIZATION CLAUSE

It is noted and agreed by underwriters that coverage is broadened, without additional premium charge, to reflect and be equal to the coverage provided by Federal Emergency Management Insurance (FEMA) flood insurance. Such extended or broadened insurance will insure to the benefit of the insured.

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## SERVICE OF SUIT CLAUSE (U.S.A.)

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon:  
Mendes and Mount  
750 7th Avenue,  
New York 10019 6829, USA

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted. Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

LMA-5020 (09/14/2005) Form approved by Lloyd's Market Association

## TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA-2920 (08/10/2001) Form approved by Lloyd's Underwriters' Non-Marine Association

## SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.

LSW 1001 (Insurance 08/1994)

## LLOYD'S PRIVACY POLICY STATEMENT UNDERWRITERS AT LLOYD'S, LONDON

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

### INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to: (a) Information contained in applications or other forms that you submit to us, such as name, address, and social security number; (b) Information about your transactions with our affiliates or other third-parties, such as balances and payment history (c) Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history.

### INFORMATION WE DISCLOSE

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

### CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

### RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information that is in our possession.

### CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

LSW1135B 06/03

## SANCTIONS LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100 09/10

## ELECTRONIC DATA ENDORSEMENT D

### 1. Electronic Data Exclusion

1.1. Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- 1.1.1. This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- 1.1.2. ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
- 1.1.3. COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

### 2. Electronic Data Processing Media Valuation

2.1. Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- 2.1.1. Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

NMA2915A 11/03/2015